

**COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES**

**INVITATION FOR BIDS**

# **FOR LICENSE**

## **State-Owned Real Property**

**Timber Harvest and Sale  
Yellowbank WMA  
Breckinridge County, Kentucky**

**Invitation No: 12282017**

**Bid Opens: Thursday, Dec. 28, 2017 at 3 p.m. EST**

### **INSTRUCTIONS TO BIDDERS**

1. Bid must be submitted on the "Form of Proposal" included within and made part of this invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 403 Wapping Street, Frankfort, KY 40601-2607, no later than the specified "bid opening date and time.
2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
3. Bidders are invited to attend bid openings.
4. For further information or to obtain a bid package, contact Wendell Harris @ (502) 564-9831 or email: [Wendell.harris@ky.gov](mailto:Wendell.harris@ky.gov), State Properties Branch, Division of Real Properties, Bush Building, 403 Wapping Street, Frankfort, KY 40601-2607 or Ryan Taylor @ (270) 547-6856 or email: [Ryan.taylor@ky.gov](mailto:Ryan.taylor@ky.gov).
5. If you plan to attend the bid opening and have a disability that requires accommodation, please contact our office by Wed. Dec. 27 so that reasonable arrangements can be made.

**GENERAL TERMS AND CONDITIONS  
INVITATION TO BID  
SALE OF TIMBER**

**YELLOWBANK WILDLIFE MANAGEMENT AREA  
BRECKINRIDGE COUNTY, KENTUCKY**

**GENERAL TERMS AND CONDITIONS  
Scope of Project**

At the request of the Kentucky Department of Fish and Wildlife Resource, hereinafter referred to as the "KDFWR", the Division of Real Properties issues this Invitation for Bids to harvest timber on approximately 52 acres of the Yellowbank Wildlife Management Area, hereinafter referred to as "Yellowbank WMA." The areas of interest and will be shown on Exhibit "A." The successful bidder shall be allowed to start harvest on the date of execution of the resulting license agreement but no earlier than December 28, 2017 and have until March 30, 2018 to remove the subject timber from the premises and submit all payment to the KDFWR. Persons interested in responding to this Invitation to Bid must submit the enclosed sealed bid form of proposal. ***All bids should be submitted on or before December 28, 2017 at 3 p. m. EST.*** This Invitation to Bid and the bidder's response, when accepted by KDFWR, will govern any license agreement issued as a result of this Invitation to Bid. The license agreement shall commence on the date executed by the Secretary of the Finance and Administration Cabinet.

**TERMS AND CONDITIONS**

The harvesting of timber, as specified in this bid package, shall be in accordance with all terms and provisions specified herein. The timber sale areas are within the Yellowbank WMA property located in Breckinridge County, Kentucky. The timber sale boundary areas contain approximately 52 acres separated by six units, stand 6002 with three units for 27 acres and stand 7003 with three units for 25 acres. All boundaries will be marked by KDFWR prior to any operations by the bidder. The timber sale area boundaries will be definitively designated by orange paint on trees. Orange boundary paint will be visible from within the sale boundary and marked boundary trees are to be left standing and unharmed. All eastern red cedar within the timber sale areas are to be cut. Any cut tree that has a diameter of 4 inches at the small end of an 8-foot log will be removed from the unit to an area designated by KDFWR for processing. After the tree is processed any 8 foot log with a diameter of 6

inches or less on the small end will be placed in a designated area and will be left on site.

Bid and payment(s) will be identified on a **total payment lump sum** for all timber in identified tracts for harvest, sawtimber and pulpwood. *Bids should indicate a lump sum payment for all timber products identified in this bid package that will be paid to KDFWR.* The Commonwealth of Kentucky will receive a lump sum price for all timber products from the awarded bidder. The lump sum payment for timber is to be paid before any logging activity begins. The purchaser shall make bond or deposit with the State by check or cash within 5 days of the signing of this contract for the sum of \$5,000 to be held in escrow against the full compliance by the purchaser of the conditions and requirements of this contract. The bond or deposit must total \$10,000 before any logging operations is to begin. A total bond payment of \$10,000 and the lump sum price for all timber products is to be paid in full to the Commonwealth of Kentucky before any activity begins. This bond or deposit will be forfeited to the state if the purchaser fails to fulfill all the conditions and requirements of the contract. If the logger is found to be falsifying tally sheets, cutting timber outside the harvest units or selling tree species (e.g. oak) described above which are not to be harvested then the logger forfeits their performance bond and any timber remaining to be harvested. If the fore mentioned conditions occur, the logger will vacate the premises and all remaining timber immediately. Upon satisfactory completion to the state of this contract, the bond will be released or the deposit returned to the purchaser.

All improvements to the Yellowbank WMA shall be removed prior to the expiration of the license or extensions thereof. Any improvements remaining on the premises shall become the property of KDFWR without recourse by the bidder, unless written authorization is issued by KDFWR.

It will be the responsibility of each bidder to examine and survey the areas on which logging operations will take place to make their own determination as to the logistics of removing timber from the above described tract(s). KDFWR must approve all ingress and egress routes to the tracts prior to the commencement of logging activities.

No hardwood trees may be harvested or purposely damaged during the timber operation. Accidental damage to mature hardwood trees must be minimized. Some damage to residual non-cedar trees will occur, however damage must be minimized and damage will be assessed for each tract. Provisions for excessive damage will be as follows: for non-cedar trees greater than 6 inches in diameter at

breast height, if damage exceeds 10%, a compensation of \$100 (one hundred dollars) per damaged tree above the 10% threshold will be assessed. Damage is defined as knockdown; topping or main stem breakage; over one-third of the main crown removed; stripping or removing bark on the butt log due to skidding; felling or other harvesting operations that exposes over 100 square inches of wood; or trees that are bent over 20 degrees from normal. Minor damage (damage under the specifications listed above) will not be assessed. Special consideration will be provided to account for weather or storm conditions that may occur during or directly before the harvest that might render a higher degree of harvest damage to the residual stand than would normally occur.

All telephone lines, ditches, bridges, roads, pipelines and fences located within or immediately outside the boundaries of the sale areas shall be protected by the bidder during cutting and logging operations. The bidder is required to notify the KDFWR if damage occurs and the bidder is responsible for repairs as soon as possible under the supervision of KDFWR. The bidder will be permitted to erect improvements to carry out the logging operation of this agreement, with all improvements being approved by KDFWR

All roads and trails shall, at all times, be kept free of logs, brush, and debris resulting from the cutting and logging operations under this license. The bidder is responsible for maintaining public roads and rights-of-way free of soil and logging debris. Practices must be undertaken to restrict the deposition of soil onto public roads. The bidder is also responsible for timely clearing of soil deposited onto public roads. If the bidder fails to keep them clear, then KDFWR will clear them and the bidder shall reimburse KDFWR for the cost.

Logging slash, tops, and other woody debris will be piled or spread within the harvest tracts or directly adjacent to them in accordance with directions issued by the KDFWR Wildlife Biologist.

The bidder assumes his/her full share of the maintenance of any established public and non-public roads and bridges that he/she may use in conducting the operations of cutting and logging the timber under this license. The bidder agrees to maintain during operations said roads and bridges in as good a condition as prior to the beginning of operations, and that the roads and bridges will be returned to as good a condition or better, by the bidder, at the termination of the license agreement award as a result of this project. WMA roads that are open to public vehicular traffic must remain open to the public and in acceptable quality for passenger vehicles.

Issues that may arise regarding damage to county-owned and –maintained roads by the contractors' equipment and hauling trucks will be the responsibility of the contractor and will not be the responsibility of KDFWR.

The bidder must use all appropriate Best Management Practices for water quality protection as specified by the Kentucky Forest Conservation Act. The KDFWR must approve all stream and channel crossing locations. Improved stream and channel crossings must be used where appropriate and approved by KDFWR prior to installation. Retirement of landings, haul roads, and skid trails shall be completed in accordance with the appropriate Best Management Practices (BMPs) referenced above including: the elimination of berms, removal of ruts, and other practices needed to resurface roads, trails, and landings; installation of permanent water control structures; preparation of seedbed. All log landings and skid trails will be seed with the following seed mixtures: for anything below 10% slope- 4# ladino white clover, 4# white clover and 50# wheat. For anything 10% slope and over 8# white clover and 100# wheat per acre. These rates are per acre and should be mixed together and sown. Any deviation to the seed mixture must be approved by KDFWR.

The bidder agrees not to pollute any streams of the sale area, and to keep the streams and water resources free from soil and logging debris and trash generated from logging operations on said area, and will forever protect and save harmless KDFWR from any and all claims, prosecutions, or actions resulting from any violations by him.

During the term of this license, the bidder agrees to exercise all means in his power to prevent the start of and to suppress all forest fires on the licensed area and in its vicinity. The bidder is responsible for contacting KDFWR and appropriate local authorities in the event of a fire. No fire for any purposes is allowed on the logging operation without approval of KDFWR.

During high and extreme fire hazard weather, KDFWR may prohibit logging. KDFWR reserves the right to suspend logging (harvesting and hauling) operations when weather conditions will lead to rutting that cannot be fixed with equipment that is available and on-site or conditions are deemed as such to produce long-term impairment of the water bodies.

Logging cannot occur during the following activities: youth deer firearms, deer muzzleloader, Clay

WMA deer quota hunt, and spring turkey season.

All operations being carried out by the bidder for the cutting and removal of the timber under this sale may be suspended by KDFWR if the conditions and requirements contained in this license are disregarded. Continued failure to comply with any one of the stated conditions and/or requirements shall be sufficient cause for the termination of this license.

Complaints or disagreements by the bidder as to any actions taken by KDFWR respecting this license shall not be considered unless made in writing within thirty (30) days of such action causing a complaint or disagreement by the bidder to the Director of Facilities of KDFWR. The decision of the Director shall be final in the settling of complaints and disagreements on the part of the bidder as they pertain to the interpretation of the regulations and provisions of this bid package.

When timbering operations are in progress, the bidder shall have, at all times, at the site of activities, a representative who shall be authorized to receive, on behalf of the bidder, any and all notices and instructions in regard to the conditions and requirements set forth in this license and to take such action as may be required under the terms of this license. *A Kentucky Master Logger must be present on the harvest site at all times while harvesting activities are underway.* KDFWR will provide contact personnel that will be available on-site in a reasonable period of time.

All records of the bidder as they pertain to the operations being carried out under the terms of this sale shall be open to inspection at any time by KDFWR.

The bidder shall have no right or license to use any part of the area outside the boundary of the area herein described, unless the bidder shall have obtained special written permission from KDFWR describing the limitations of such use.

The mineral and right-of-way rights over, on, in, and under the sale area herein described are in no way affected by this license. KDFWR, nor any licensee, nor successor, nor assignee of it shall be liable to the bidder for any damages because of the exercise of their rights, however, or by whomever conducted, and that the bidder agrees to hold KDFWR harmless from any claims for such damages on the part of the bidder. The successful bidder should coordinate the logging operation at all times with the KDFWR Wildlife Biologist. KDFWR does not undertake to furnish to the bidder right-of-

way over lands belonging to others.

The term "bidder", as used in this sale, shall include and mean any and all representatives of the bidder, his or her employees, individuals or groups with whom the bidder may contract, and the contracting party's employees.

The bidder agrees to comply with all applicable state, federal, and local statutes, rules, and regulations. This includes but is not limited to those involving worker's compensation insurance, OSHA, child labor, and other laws governing timber harvesting.

The license agreement resulting from this bid proposal shall not be assigned in whole or part.

Timber is to be taken on a "where is", "as is" basis without recourse. KDFWR makes no warranty or guaranty as to the quality, quantity, condition, size, and/or description of timber sold under this contract. A site visit prior to the submission of bid is encouraged.

KDFWR will be primarily responsible for ensuring that all such provisions are enforced. Major deviations from these provisions will require the prior written approval of the Division of Real Properties and KDFWR. Problems, which arise under any aspect of performance, should first be resolved between the licensee and KDFWR. In the event problems and/or disagreements cannot be resolved, they should be reduced to writing, and referred to the Division of Real Properties for settlement.

KDFWR reserves the right to terminate the license immediately for cause in the event of any material breach of these terms and conditions and for convenience. A written notice will be given to the bidder at least thirty (30) days prior to such proposed termination date.

**To qualify to submit a bid, interested participants must attend a site visit to Yellowbank WMA.** This site visit may be scheduled at the bidder's convenience. Participants who visit the site must sign-in for the Commonwealth to accept the participant's bid for the timber project. The WMA area manager will have the sign-in sheet and transcribe any questions participants may have with regard to the timber project. Although inquiries may be made of the WMA area manager, participants should understand that the final, official answer or position of the Commonwealth on

any material points will be stated in writing and distributed to all participants by addendum subsequent to the meeting. Participants are encouraged to submit written questions prior to the site visit. All inquiries should be directed to the Division of Real Properties, Bush Building, 403 Wapping St, Frankfort, Kentucky, 40601 or to [Wendell.Harris@ky.gov](mailto:Wendell.Harris@ky.gov). Bidders are urged and expected to sign-in and inspect the designated site and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the agreement, to the extent such information is reasonably obtainable.

NOTE: For further Information concerning the exact location and access to the site, please contact [Ryan.taylor@ky.gov](mailto:Ryan.taylor@ky.gov) or PH: (270) 547-6856

*As a guarantee of faithful performance of the conditions and requirements of this sale, the bidder agrees that all monies paid under this license shall, upon failure to comply and fulfill all conditions and requirements herein set forth, be retained by KDFWR to be applied as far as may be to the satisfaction of his obligations assumed hereunder.*

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting License Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement, shall be filed in the circuit court of Franklin County, Kentucky.

NOTE:

The license will be awarded for the harvest and sale of timber from approximately 52 acres on a highest bid amount to that responsible, responsive bidder whose offer conforming to this Invitation to Bid will be most advantageous to KDFWR. KDFWR expressly reserves the right to reject any or all bids and to waive technicalities and minor irregularities in form of bids submitted. Any bidder's past performance under license shall be a consideration and may be a factor in the award or denial of the license.

Additional terms and conditions may be added to the agreement, as mutually agreed and as necessary between the parties. Nothing in this license shall be construed to convey or grant any right, title,

interest, estate, claim, or demand in or to the licensed premises other than the right to use licensed premises for the purposes and under the terms and conditions stated in this license.

The bidder agrees to indemnify, defend, and hold harmless KDFWR, its officers, agencies, and employees from:

- (a) Any claims or losses for services rendered by the bidder, person, or firm performing or supplying, services, materials, or supplies in connection with the performance of the license.
- (b) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the bidder, its officers, or employees in the performance of the license.
- (c) Any failure of the bidder, its officers, or employees to observe Kentucky laws, including, but not limited to labor laws and minimum wage laws.
- (d) The bidder agrees that all goods and chattels placed in or about the property shall be at the sole risk of the bidder, and KDFWR shall not be liable for injury or damage to property from any cause.

### Information Required in Each Offer

- 1. Contact: Include the name and phone number of the individual who is to be the principal contact with KDFWR.
- 2. Signature: The principal contact must include his/her signature on the bid proposal.
- 3. References: Contact information for up to three (3) landowner references should be provided in the proposal. These landowners will have had timber harvested on their properties within the past five (5) years by the bidder. If no previous timber harvesting has been conducted by the bidder, then character or other work references should be provided.
- 4. Bid: Include a bid amount (percentage of total value at the time of delivery) which will be paid to KDFWR upon the sale of timber harvested under this contract. *The percentage paid to KDFWR will be the same for pulpwood, sawtimber, or the number of 8-foot logs.*

### Qualifications

After determining that a bid proposal satisfies the requirements of this project, the Commissioner of KDFWR, or a designee, will evaluate the bid proposal based on the following subjective factors.

1. Bid Amount.....100%

KDFWR reserves the right to conduct discussions/meetings with any offeror to determine their qualifications for further consideration. Discussions shall not disclose any information derived from bid proposal submitted by other offerors.

After determining the best bid proposal received, KDFWR may negotiate a fair and reasonable compensation rate based on the pricing submitted in the offeror's bid proposal.

**FORM OF PROPOSAL (SEALED BID)**

TO: Finance and Administration Cabinet	INVITATION NO: <u>12282017</u>
Department for Facilities and Support Services	
Division of Real Properties	BID OPENING: <u>Thur. Dec. 28, 2017</u>
Bush Building	
403 Wapping Street	
Frankfort, Kentucky 40601-2607	AT: <u>3 p.m. EST</u>

Subject to the General Terms and Conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, *I propose to pay the Commonwealth of Kentucky the following lump sum amount for all timber in this sale:*

\$ \_\_\_\_\_ of total lump sum price of timber forest products harvested from the subject 52 acres in four separate units.

**AUTHENTICATION OF BID AND AFFIDAVIT OF  
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation:

12282017 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other lessee of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;

3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into contracts with KDFWR of Kentucky and is not in violation of any conflict of interest, statute, including the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.164.390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

#### NOTICE

1. Any agreement or collusion among Bidders or prospective Bidders which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), imprisonment for not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000), nor more than twenty thousand dollars (\$20,000).

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**      **PAGE 1 OF 2**

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernatorial candidate elected in the election last preceding the date of contract award.
  - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**    **PAGE 2 OF 2**

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

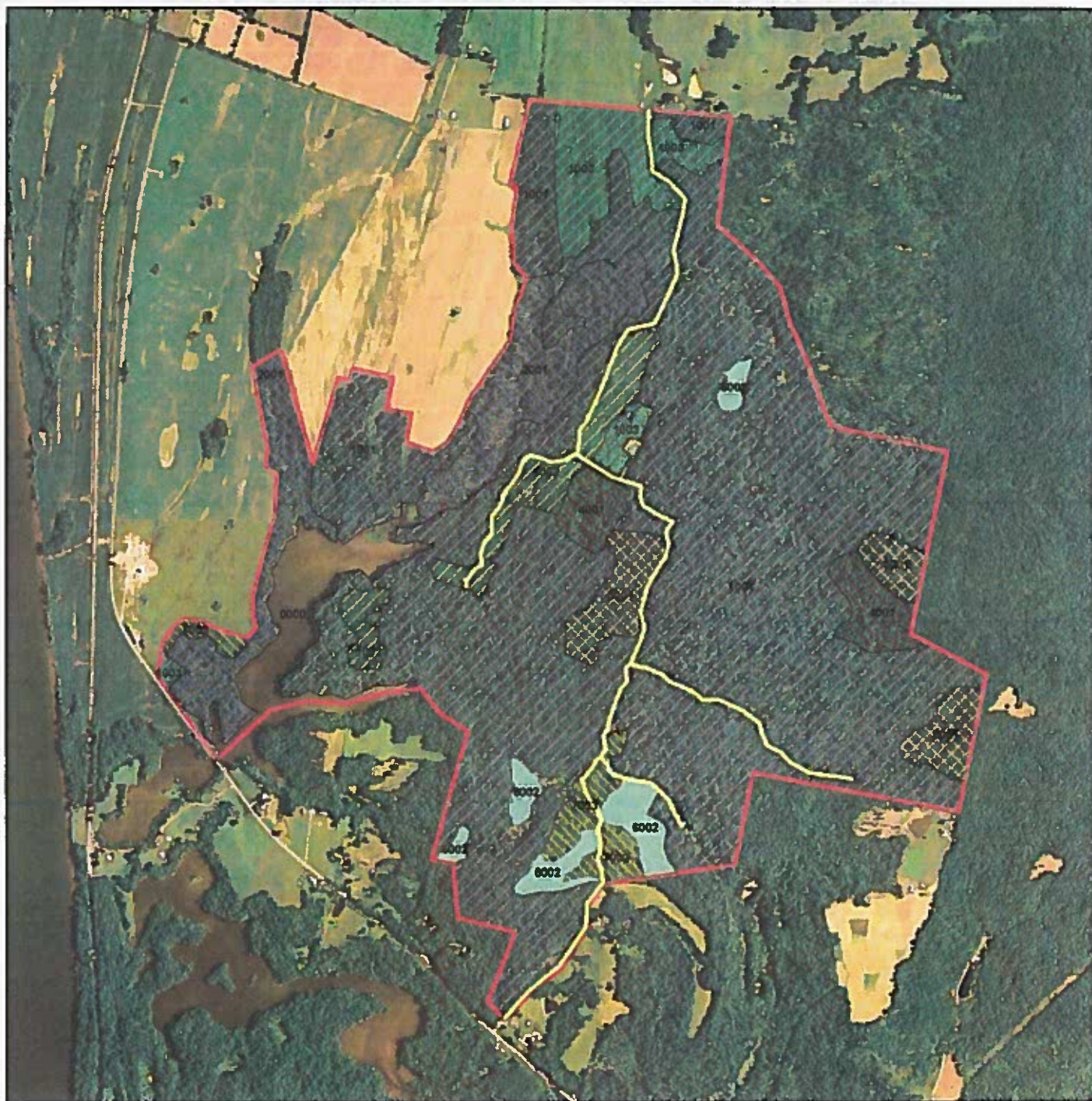
of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

# Appendix A Yellow Bank WMA - Town Creek Tract



  WMA Boundary

Stand\_Name

- Mx Hdw Saw 1001
- Mx Hdw Pole 1002
- Mx Hdw Sap 1003
- Mx Bott Hdw 2001
- Oak Hic Saw 3001
- YEP Hdw Saw 4001
- Ced Hdw Pole 6002
- Wh Pine Sap 7003
- Non Forest



0 500 1,000 2,000  
Feet

Acres per Stand Type:

Mix Hdw Saw	756
Mix Hdw Pole	38
Mix Hdw Sapling	49
Mix Bott Hdw Saw	102
Oak Hic Saw	43
YEP Hdw Saw	28
Ced Hdw Pole	27
Wh Pine Sapling	25
Non Forest	45

Prepared by Forest Synergy, LLC July 2010